

**RECORDING COVER SHEET  
FOR NOTICE OF SALE PROOF  
OF COMPLIANCE, PER ORS 205.234**  
*THIS COVER SHEET HAS BEEN PREPARED BY THE  
PERSON PRESENTING THE ATTACHED  
INSTRUMENT FOR RECORDING. ANY ERRORS IN  
THIS COVER SHEET DO NOT AFFECT THE  
TRANSACTION(S) CONTAINED IN THE INSTRUMENT  
ITSELF.*

AFTER RECORDING RETURN  
CLEAR RECON CORP  
1915 NE Stucki Avenue, Suite 400  
Hillsboro, OR 97006

*This Space For County Recording Use Only*

**TRANSACTION INCLUDES:**

- AFFIDAVIT OF MAILING NOTICE OF SALE
- AFFIDAVIT OF PUBLICATION NOTICE OF SALE
- PROOF OF SERVICE
- AFFIDAVIT OF COMPLIANCE

***Original Grantor on Trust Deed***

CASEY AWBREY

***Beneficiary***

PNC BANK, NATIONAL ASSOCIATION

***Deed of Trust Instrument Number:***

Instrument #: 2021-001479

***Trustee***

CLEAR RECON CORP  
1915 NE Stucki Avenue, Suite 400  
Hillsboro, OR 97006

TS Number: 129947-OR

## DECLARATION OF MAILING



Reference No: 129947-OR  
Mailing Number: 0075075-01  
Type of Mailing: ORNODNTSHO

STATE OF CALIFORNIA                }  
  } SS  
COUNTY OF SAN DIEGO            }

I, Charlene Broussard, declare as follows:

I am, and at all times herein mentioned, a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California. I am not a party to the action/matter identified in the document(s) referenced below. My business address is iMailTracking, LLC, 9620 Ridgehaven Ct., Ste. A, San Diego, CA 92123.

At the request of Aldridge Pite LLP on 12/20/2024, I deposited in the United States mail a copy of the attached document(s), in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

- ☒ First Class
- ☐ Certified
- ☐ First Class with Certificate of Mailing
- ☐ Certified with Return Receipt
- ☐ Certified with Return Receipt and Restricted Delivery
- ☒ Certified with Electronic Return Receipt
- ☐ Registered
- ☐ Registered International

Additional Services provided during the production of this mail order (if any):  
None

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

December 23 2024      San Diego, California  
Date and Location

Declarant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

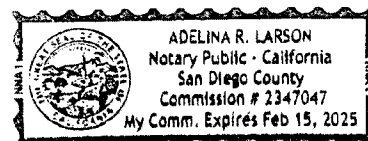
On December 23 2024 before me, Adelina R. Larson,  
personally appeared Charlene Broussard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



---

## TRUSTEE'S NOTICE OF SALE

---

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

Reference is made to that certain trust deed (the "Deed of Trust") executed by CASEY AWBREY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR SUMMIT FUNDING, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 1/28/2021, recorded 2/1/2021, as Instrument No. 2021-001479, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**Parcel 2 of Land Partition 39-03, being a replat of a portion of Parcel 1 of Major Land Partition No. 38-89 situated in the S1/2 of Section 20 and in Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.**

**APN: 890242 / 3911-00000-04201**

Commonly known as:  
**6320 PHILPOTT LN  
BONANZA, OR 97623**

The current beneficiary is:  
**PNC BANK, NATIONAL ASSOCIATION**

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

<i>Delinquent Payments:</i>			
<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
7/1/2024 – 10/1/2024	4	\$1,882.86	\$7,531.44
11/1/2024 – 12/1/2024	2	\$1,873.00	\$3,746.00
<i>Late Charges:</i>			\$192.30
<i>Beneficiary Advances:</i>			\$615.00
	<b>Total Required to Reinstate:</b>		<b>\$12,084.74</b>
	<b>TOTAL REQUIRED TO PAYOFF:</b>		<b>\$284,893.70</b>

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$277,472.32 together with interest thereon at the rate of 3.125 % per annum, from 6/1/2024 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 1915 NE Stucki Avenue, Suite 400, Hillsboro, OR 97006, will on **5/1/2025**, at the hour of **1:00 PM**, standard time, as established by ORS 187.110, **ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

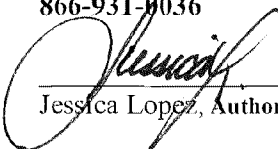
the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 12/12/2024

**CLEAR RECON CORP**  
**1915 NE Stucki Avenue, Suite 400**  
**Hillsboro, OR 97006**  
**Phone: 858-750-7777**  
**866-931-0036**

  
\_\_\_\_\_  
Jessica Lopez, Authorized Signatory of Trustee

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **5/1/2025** at **ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601** at **1:00 PM**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR

- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

### SECURITY DEPOSIT

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee: CLEAR RECON CORP  
1915 NE Stucki Avenue, Suite 400  
Hillsboro, OR 97006

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636  
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>  
Portland (503)473-8329  
Coos Bay (800)303-3638  
Ontario (888)250-9877  
Salem (503)485-0696  
Grants Pass (541)476-1058  
Woodburn (800)973-9003  
Hillsboro (877)726-4381

**NOTICE:**

**YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT  
TAKE ACTION IMMEDIATELY**

**This notice is about your mortgage loan on your property at:**

**6320 PHILPOTT LN  
BONANZA, OR 97623**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure." The amount you would have had to pay as of 12/12/2024 to bring your mortgage loan current was \$12,084.74. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call **(858) 750-7777** to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

Clear Recon Corp  
1915 NE Stucki Avenue, 4th Floor  
Hillsboro, OR 97006  
Phone: 866-931-0036

**THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF  
YOU DO NOT TAKE ACTION:**

Date and time: 5/1/2025 at 1:00 PM

Place: ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT  
COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601

**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **PNC Bank, N.A.** at **877-489-6262** to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

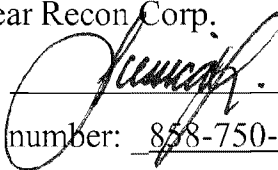
There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, call the statewide toll-free phone contact number at 855-480-1950. You may also wish to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or visit its website at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

**WARNING:** You may get offers from people saying they can help you keep your property. Be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: **12/12/2024**

Trustee name: Clear Recon Corp.

Trustee signature:  \_\_\_\_\_ Jessica Lopez

Trustee telephone number: 858-750-7777

Trustee Sale No.: **129947-OR**



**2024-010822**

**Klamath County, Oregon**

12/13/2024 03:11:01 PM

Fee: \$97.00

**When recorded mail document to:**

Clear Recon Corp  
1915 NE Stucki Avenue, 4th Floor  
Hillsboro, OR 97006  
Phone: 866-931-0036

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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## **NOTICE OF DEFAULT AND ELECTION TO SELL**

---

TS No.: 129947-OR

Loan No.: \*\*\*\*\*8500

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by CASEY AWBREY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR SUMMIT FUNDING, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 1/28/2021, recorded 2/1/2021, as Instrument No. 2021-001479, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**Parcel 2 of Land Partition 39-03, being a replat of a portion of Parcel 1 of Major Land Partition No. 38-89 situated in the S1/2 of Section 20 and in Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.**

**APN: 890242 / 3911-00000-04201**

**Commonly known as:  
6320 PHILPOTT LN  
BONANZA, OR 97623**

**The current beneficiary is:  
PNC BANK, NATIONAL ASSOCIATION**

The undersigned hereby certifies that no assignments of the Deed of Trust by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

CRC NOD 06302016

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

There is a default by grantor or other person owing an obligation, or by their successor-in-interest, the performance of which is secured by the Deed of Trust with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantor's failure to pay when due, the following sums:

*Delinquent Payments:*

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
7/1/2024 – 10/1/2024	4	\$1,882.86	\$7,531.44
11/1/2024 – 12/1/2024	2	\$1,873.00	\$3,746.00
<i>Late Charges:</i>			\$192.30
<i>Beneficiary Advances:</i>			\$615.00

**TOTAL REQUIRED TO REINSTATE: \$12,084.74**

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$284,893.70**

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.815, and to cause to be sold at public auction to the highest bidder, for cash, the interest in the described property which grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of **1:00 PM.**, standard time, as established by ORS 187.110, on **5/1/2025**, at the following place:

**ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601**

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Deed of Trust, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.778.

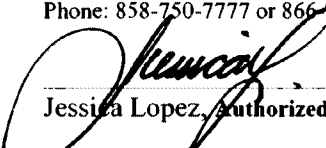
Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 12/12/2024

CLEAR RECON CORP  
Clear Recon Corp  
1915 NE Stucki Avenue, 4th Floor  
Hillsboro, OR 97006  
Phone: 858-750-7777 or 866-931-0036

  
Jessica Lopez, Authorized Signatory of Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

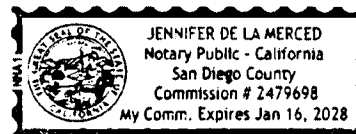
State of California       )  
                                      ) ss.  
County of San Diego     )

On DEC 12 2024 before me, Jennifer De La Merced, Notary Public, personally appeared Jessica Lopez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**After recording, return to:**

Christian S. Martin  
3232 Newmark Drive (B6-YM13-01-R)  
Miamisburg, OH 45342

**OREGON FORECLOSURE AVOIDANCE PROGRAM  
BENEFICIARY EXEMPTION AFFIDAVIT**

<b>Lender/Beneficiary:</b>	PNC Bank, National Association
<b>Jurisdiction*</b>	United States of America

\*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Christian S. Martin (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under ORS 86.726(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the prior calendar year: 22 [not to exceed 30];
2. The undersigned further certifies that she/he: [check only one of the following boxes]  
☐ is the individual claiming exemption from requirements established under ORS 86.705 to 86.815, or  
☒ is the Senior Vice President, Default Operations [insert title] of the entity claiming exemption from requirements established under ORS 86.705 to 86.815 and is authorized by such entity to execute this affidavit on its behalf.

[Signature]

(Signature)

State of Ohio )

) ss.

County of Montgomery)

Signed and sworn to (or affirmed) before me this 23 day of January, 2024

by Christian S. Martin

Notary Public for Ohio

My commission expires: 9-23-28



LORI A WYSONG  
Notary Public  
State of Ohio  
My Comm. Expires  
September 23, 2028

Exhibit A to Declaration of Mailing

Postal Class: First Class  
Mail Date: 12/20/2024  
Type of Mailing: ORNODNTSHO  
Attachment: 0075075-01 000 1235675 Piedmont

Sender: Aldridge Pite LLP  
6 Piedmont Center, 3525 Piedmont Rd. NE  
Atlanta GA 30305

0 (11)9690024889761855  
CASEY AWBREY  
6320 PHILPOTT LN  
NZA, OR 97623

1 (11)9690024889761954  
CASEY AWBREY  
PO BOX 397  
ATH FALLS, OR 97601

Exhibit A to Declaration of Mailing

Postal Class: Electronic - Ret  
Mail Date: 12/20/2024  
Type of Mailing: ORNODNTSHO  
Attachment: 0075075-01 000 1235675 Piedmont

Sender: Aldridge Pite LLP  
6 Piedmont Center, 3525 Piedmont Rd. NE  
Atlanta GA 30305

0 71969002484090626252  
CASEY AWBREY  
6320 PHILPOTT LN  
NZA, OR 97623

1 71969002484090626290  
CASEY AWBREY  
PO BOX 397  
ATH FALLS, OR 97601

## DECLARATION OF MAILING



Reference No: 129947-OR  
Mailing Number: 0075074-01  
Type of Mailing: ORNODNTS

STATE OF CALIFORNIA }  
 } SS  
COUNTY OF SAN DIEGO }

I, Charlene Broussard, declare as follows:

I am, and at all times herein mentioned, a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California. I am not a party to the action/matter identified in the document(s) referenced below. My business address is iMailTracking, LLC, 9620 Ridgehaven Ct., Ste. A, San Diego, CA 92123.

At the request of Aldridge Pite LLP on 12/20/2024, I deposited in the United States mail a copy of the attached document(s), in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

- ☒ First Class
- ☐ Certified
- ☐ First Class with Certificate of Mailing
- ☐ Certified with Return Receipt
- ☐ Certified with Return Receipt and Restricted Delivery
- ☒ Certified with Electronic Return Receipt
- ☐ Registered
- ☐ Registered International

Additional Services provided during the production of this mail order (if any):  
None

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

December 23 2024 San Diego, California  
Date and Location

Declarant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

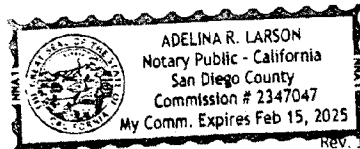
On December 23 2024 before me, Adelina R. Larson  
personally appeared Charlene Broussard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



iMailAffidavitNotary

Rev. 12/02/2020

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## TRUSTEE'S NOTICE OF SALE

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TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

Reference is made to that certain trust deed (the "Deed of Trust") executed by CASEY AWBREY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR SUMMIT FUNDING, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 1/28/2021, recorded 2/1/2021, as Instrument No. 2021-001479, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**Parcel 2 of Land Partition 39-03, being a replat of a portion of Parcel 1 of Major Land Partition No. 38-89 situated in the S1/2 of Section 20 and in Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.**

**APN: 890242 / 3911-00000-04201**

Commonly known as:  
**6320 PHILPOTT LN  
BONANZA, OR 97623**

The current beneficiary is:  
**PNC BANK, NATIONAL ASSOCIATION**

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

<i>Delinquent Payments:</i>			
<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
7/1/2024 – 10/1/2024	4	\$1,882.86	\$7,531.44
11/1/2024 – 12/1/2024	2	\$1,873.00	\$3,746.00
<i>Late Charges:</i>			\$192.30
<i>Beneficiary Advances:</i>			\$615.00
	<b>Total Required to Reinstate:</b>		<b>\$12,084.74</b>
	<b>TOTAL REQUIRED TO PAYOFF:</b>		<b>\$284,893.70</b>

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$277,472.32 together with interest thereon at the rate of 3.125 % per annum, from 6/1/2024 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 1915 NE Stucki Avenue, Suite 400, Hillsboro, OR 97006, will on **5/1/2025**, at the hour of **1:00 PM**, standard time, as established by ORS 187.110, **ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and



TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

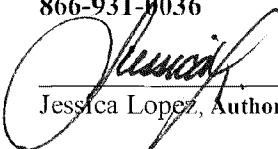
the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 12/12/2024

**CLEAR RECON CORP**  
**1915 NE Stucki Avenue, Suite 400**  
**Hillsboro, OR 97006**  
**Phone: 858-750-7777**  
**866-931-0036**

  
\_\_\_\_\_  
Jessica Lopez, Authorized Signatory of Trustee

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **5/1/2025** at **ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601** at **1:00 PM**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR

- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

### SECURITY DEPOSIT

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee: CLEAR RECON CORP  
1915 NE Stucki Avenue, Suite 400  
Hillsboro, OR 97006

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636  
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>  
Portland (503)473-8329  
Coos Bay (800)303-3638  
Ontario (888)250-9877  
Salem (503)485-0696  
Grants Pass (541)476-1058  
Woodburn (800)973-9003  
Hillsboro (877)726-4381

**2024-010822**

**Klamath County, Oregon**

12/13/2024 03:11:01 PM

Fee: \$97.00

**When recorded mail document to:**

Clear Recon Corp  
1915 NE Stucki Avenue, 4th Floor  
Hillsboro, OR 97006  
Phone: 866-931-0036

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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## **NOTICE OF DEFAULT AND ELECTION TO SELL**

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TS No.: 129947-OR

Loan No.: \*\*\*\*\*8500

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by CASEY AWBREY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR SUMMIT FUNDING, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 1/28/2021, recorded 2/1/2021, as Instrument No. 2021-001479, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**Parcel 2 of Land Partition 39-03, being a replat of a portion of Parcel 1 of Major Land Partition No. 38-89 situated in the S1/2 of Section 20 and in Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.**

**APN: 890242 / 3911-00000-04201**

**Commonly known as:  
6320 PHILPOTT LN  
BONANZA, OR 97623**

**The current beneficiary is:  
PNC BANK, NATIONAL ASSOCIATION**

The undersigned hereby certifies that no assignments of the Deed of Trust by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

CRC NOD 06302016

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

There is a default by grantor or other person owing an obligation, or by their successor-in-interest, the performance of which is secured by the Deed of Trust with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantor's failure to pay when due, the following sums:

*Delinquent Payments:*

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
7/1/2024 – 10/1/2024	4	\$1,882.86	\$7,531.44
11/1/2024 – 12/1/2024	2	\$1,873.00	\$3,746.00
<i>Late Charges:</i>			\$192.30
<i>Beneficiary Advances:</i>			\$615.00

**TOTAL REQUIRED TO REINSTATE: \$12,084.74**

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$284,893.70**

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.815, and to cause to be sold at public auction to the highest bidder, for cash, the interest in the described property which grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of **1:00 PM.**, standard time, as established by ORS 187.110, on **5/1/2025**, at the following place:

**ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601**

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Deed of Trust, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.778.

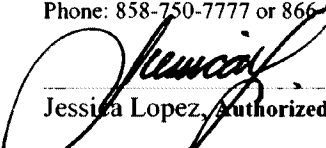
Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 12/12/2024

CLEAR RECON CORP  
Clear Recon Corp  
1915 NE Stucki Avenue, 4th Floor  
Hillsboro, OR 97006  
Phone: 858-750-7777 or 866-931-0036

  
Jessica Lopez, Authorized Signatory of Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

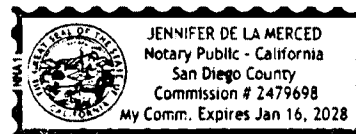
State of California       )  
                                      ) ss.  
County of San Diego     )

On DEC 12 2024 before me, Jennifer De La Merced, Notary Public, personally appeared Jessica Lopez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Christian S. Martin  
3232 Newmark Drive (B6-YM13-01-R)  
Miamisburg, OH 45342

<b>Lender/Beneficiary:</b>	PNC Bank, National Association
<b>Jurisdiction*</b>	United States of America

I, Christian S. Martin (printed name) being first duly sworn, depose, and state that:

7. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the prior calendar year: 22 [not to exceed 30];

(Signature)

County of Montgomery)

Signed and sworn to (or affirmed) before me this 23 day of January, 2024  
by Christian S. Martin

Notary Public for Ohio  
My commission expires: 9-23-28



Form 300 V7/5/14

Exhibit A to Declaration of Mailing

Postal Class: First Class  
Mail Date: 12/20/2024  
Type of Mailing: ORNODNTS  
Attachment: 0075074-01 000 1235674 Piedmont

Sender: Aldridge Pite LLP  
6 Piedmont Center, 3525 Piedmont Rd. NE  
Atlanta GA 30305

0 (11)9690024889761732  
Occupants/Tenants  
6320 PHILPOTT LN  
NZA, OR 97623

1 (11)9690024889761794  
PNC Bank  
3232 Newmark Dr.  
sburg, OH 45342



Exhibit A to Declaration of Mailing

Postal Class: Electronic - Ret  
Mail Date: 12/20/2024  
Type of Mailing: ORNODNTS  
Attachment: 0075074-01 000 1235674 Piedmont

Sender: Aldridge Pite LLP  
6 Piedmont Center, 3525 Piedmont Rd. NE  
Atlanta GA 30305

0 71969002484090626085  
Occupants/Tenants  
6320 PHILPOTT LN  
NZA, OR 97623

1 71969002484090626160  
PNC Bank  
3232 Newmark Dr.  
sburg, OH 45342

## Affidavit of Posting/Service

Case Number 129947-OR

Grantor: **CASEY AWBREY,**

Service Documents:  
Trustee's Notice of Sale, Notice to  
Residential Tenants, and Notice of  
Danger of Losing Property

For  
Attn: POSTINGS  
The Stox Group- Postings  
17671 IRVINE BLVD  
SUITE 204  
TUSTIN, CA 92780

Received by Barrister Support dba Malstrom's Process Serving on the 16th day of December, 2024 at 3:26 pm to be served on **CASEY AWBREY and/or ALL OCCUPANTS, 6320 PHILPOTT LN, BONANZA, OR 97623.**

I, Kent Pederson, being duly sworn, depose and say that on the **19th day of December, 2024 at 1:30 pm, I:**  
made service of the attached Trustee's Notice of Sale, Notice to Residential Tenants, and Notice of Danger of Losing Property upon the individuals and/or entities named below by delivering a copy of the aforementioned documents upon an OCCUPANT at the following "**Property Address**":

**6320 PHILPOTT LN, BONANZA, OR 97623**

As follows:

I attempted personal service at the Property Address on 12/19/2024 at 1:30 pm and on this attempt I received no answer from any occupant(s) at this address. I then POSTED such true copy conspicuously to the main entrance pursuant to ORS 86.774 (1)(b)(A).

On 12/27/2024 at 11:20 am, I returned to the Property Address and, again, received no answer from any occupant(s) at this address. At that time, I POSTED another true copy conspicuously to the main entrance of the premises pursuant to ORS 86.774 (1)(b)(B).

On 12/31/2024 at 12:55 pm I returned to the Property Address for the third time and Again received no answer from any occupant(s). At that time I POSTED another true copy conspicuously to the main entrance of the premises. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

The effective date of service upon an occupant at the Property Address is **12/19/2024** as calculated pursuant to ORS 86.774(1)(c).

**CERTIFICATION OF MAILING:** I Chelsea Chambers certify that on **1/2/2025** a true copy of Trustee's Notice of Sale, Notice to Residential Tenants, and Notice of Danger of Losing Property and a statement regarding service were mailed addressed to "OCCUPANTS" at 6320 PHILPOTT LN, BONANZA, OR 97623 by First Class Mail postage paid.

*Chelsea Chambers*



**Affidavit of Posting/Service For 129947-OR**

I declare under penalty of perjury that I am a resident of the State of Oregon. I am a competent person 18 years of age or older and not a party to or attorney in this proceeding and am authorized to serve the process described herein. I certify that the person, firm, or corporation served is the identical one named in this action. I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise.

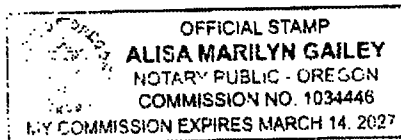
I hereby declare that the above statement is true to the best of my knowledge and belief, and that it is made for use as evidence in court and is subject to penalty for perjury.

State of Oregon

County of Klamath

Subscribed and Sworn to before me on the 2nd  
day of January, 2023 by the affiant  
who is personally known to me.

  
NOTARY PUBLIC



  
Kent Pederson  
Process Server

Date 1/3/23

Barrister Support dba Malstrom's Process  
Serving  
PO Box 3474  
Salem, OR 97302

Our Job Serial Number: TSB-2024007137  
Ref: 949295

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## TRUSTEE'S NOTICE OF SALE

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TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

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**APN: 890242 / 3911-00000-04201**

Commonly known as:  
**6320 PHILPOTT LN  
BONANZA, OR 97623**

The current beneficiary is:  
**PNC BANK, NATIONAL ASSOCIATION**

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<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
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<i>Late Charges:</i>			\$192.30
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	<b>Total Required to Reinstate:</b>		<b>\$12,084.74</b>
	<b>TOTAL REQUIRED TO PAYOFF:</b>		<b>\$284,893.70</b>

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$277,472.32 together with interest thereon at the rate of 3.125 % per annum, from 6/1/2024 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 1915 NE Stucki Avenue, Suite 400, Hillsboro, OR 97006, will on **5/1/2025**, at the hour of **1:00 PM**, standard time, as established by ORS 187.110, **ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

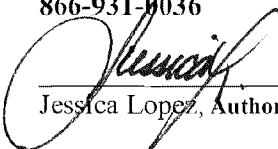
the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 12/12/2024

**CLEAR RECON CORP**  
**1915 NE Stucki Avenue, Suite 400**  
**Hillsboro, OR 97006**  
**Phone: 858-750-7777**  
**866-931-0036**

  
\_\_\_\_\_  
Jessica Lopez, Authorized Signatory of Trustee

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **5/1/2025** at **ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601** at **1:00 PM**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR

- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

### SECURITY DEPOSIT

TS No.: 129947-OR  
Loan No.: \*\*\*\*\*8500

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee: CLEAR RECON CORP  
1915 NE Stucki Avenue, Suite 400  
Hillsboro, OR 97006

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636  
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>  
Portland (503)473-8329  
Coos Bay (800)303-3638  
Ontario (888)250-9877  
Salem (503)485-0696  
Grants Pass (541)476-1058  
Woodburn (800)973-9003  
Hillsboro (877)726-4381

**NOTICE:**

**YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT  
TAKE ACTION IMMEDIATELY**

**This notice is about your mortgage loan on your property at:**

**6320 PHILPOTT LN  
BONANZA, OR 97623**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure." The amount you would have had to pay as of 12/12/2024 to bring your mortgage loan current was \$12,084.74. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call **(858) 750-7777** to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

Clear Recon Corp  
1915 NE Stucki Avenue, 4th Floor  
Hillsboro, OR 97006  
Phone: 866-931-0036

**THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF  
YOU DO NOT TAKE ACTION:**

Date and time: 5/1/2025 at 1:00 PM

Place: ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT  
COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601



**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **PNC Bank, N.A.** at **877-489-6262** to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, call the statewide toll-free phone contact number at 855-480-1950. You may also wish to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or visit its website at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

**WARNING:** You may get offers from people saying they can help you keep your property. Be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: **12/12/2024**

Trustee name: Clear Recon Corp.

Trustee signature:  \_\_\_\_\_ Jessica Lopez

Trustee telephone number: 858-750-7777

Trustee Sale No.: 129947-OR

**AFFIDAVIT OF PUBLICATION  
STATE OF OREGON,  
COUNTY OF KLAMATH**

I, Heather Boozer, Advertising Specialist being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97601 in the aforesaid county and state: that I know from my personal knowledge that the Legal # 24547 TS#129947-OR 6320 Philpott Ln a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

Insertion(s) in the following issues: 01/04/25, 01/11/25, 01/18/25, 01/25/25

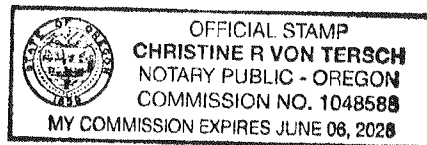
Total Cost: \$1,336.28

*Heather Boozer*

Subscribed and sworn by Heather Boozer before me on:  
On 27th day of January, in the year of 2025

*[Signature]*

Notary Public of Oregon  
My commission expires June 6, 2028



**TRUSTEE'S NOTICE OF SALE**

TS No.: 129947-OR Loan No.: \*\*\*\*\*8500 Reference is made to that certain trust deed (the "Deed of Trust") executed by CASEY AWBREY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR SUMMIT FUNDING, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 1/28/2021, recorded 2/1/2021, as Instrument No. 2021-001479, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon: Parcel 2 of Land Partition 39-03, being a replat of a portion of Parcel 1 of Major Land Partition No. 38-89 situated in the S1/2 of Section 20 and in Section 29, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. APN: 890242 / 3911-00000-04201 Commonly known as: 6320 PHILPOTT LN BONANZA, OR 97623 The current beneficiary is: PNC BANK, NATIONAL ASSOCIATION Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

**Delinquent Payments:**

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
7/1/2024 – 10/1/2024	4	\$1,882.86	\$7,531.44
11/1/2024 – 12/1/2024	2	\$1,873.00	\$3,746.00

**Late Charges:**

\$192.30

**Beneficiary Advances:**

\$615.00

**Total Required to Reinstate:**

\$12,084.74

**TOTAL REQUIRED TO PAYOFF:**

\$284,893.70

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$277,472.32 together with interest thereon at the rate of 3.125 % per annum, from 6/1/2024 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 1915 NE Stucki Avenue, Suite 400, Hillsboro, OR 97006, will on 5/1/2025, at the hour of 1:00 PM, standard time, as established by ORS 187.110, ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Dated: 12/12/2024 CLEAR RECON CORP 1915 NE Stucki Avenue, Suite 400 Hillsboro, OR 97006 Phone: 858-750-7777 866-931-0036 Jessica Lopez, Authorized Signatory of Trustee #24547 January 4, 11, 18, 25, 2025

TS: 129947-OR

Property Address: 6320 PHILPOTT LN, BONANZA, OR 97623

**AFFIDAVIT OF COMPLIANCE WITH O.R.S. § 86.748(1)**

The undersigned hereby declares that the statements herein are true to the best of my knowledge and belief, subject to penalty for perjury:

1. My name is Phyllis Hamlett. I am an adult and of sound mind.
2. I am an Authorized Signer of PNC Bank, National Association ("PNC"), whose address is 3232 Newmark Drive, Miamisburg, Ohio 45342. My declaration concerns the loan account of CASEY AWBREY ("Obligor(s)"), as it relates to a loan secured by a security instrument recorded 2/1/2021, as Instrument No. 2021-001479, with the recorder of deeds for Klamath County, Oregon. PNC BANK, NATIONAL ASSOCIATION is the beneficiary of the security instrument..
3. I am the authorized agent or representative of PNC with respect to Obligor's account, and in that capacity, I am authorized to make this declaration on its behalf. My testimony is based on my experience, my knowledge of the usual business practices of PNC and its mortgage servicing activities, my job responsibilities, and personal knowledge based on my review of the relevant servicing records for Obligor's account.
4. Through my job responsibilities, I have access to and have reviewed the servicing records and data for Obligor's account, including electronic and computer generated records and data compilations. The records attached to this declaration are exact duplicates of the original records kept in the servicing file for Obligor's account.
5. Based on the regular practices of PNC, these records (i) were made at or near the time of each act, event, or condition set forth in the records, (ii) were made by, or from

information transmitted by, a person engaged in the servicing of Obligor's account who had actual knowledge of the acts, events, or conditions recorded; and (iii) are kept in the regular course of servicing loan agreements.

6. It is the regular practice of PNC to keep accurate records of any borrower communications and any efforts to evaluate a borrower for foreclosure avoidance measures. These records are relied upon for accuracy by all persons engaged in the servicing and enforcement of a loan agreement. There is no indication that the servicing records for Obligor's account are untrustworthy.
7. Based on the servicing records for Obligor's account:

[CHECK ALL THAT APPLY]

☒ PNC made no determination as to Obligor's eligibility for foreclosure avoidance measures.

☐ On \_\_\_\_\_ (date(s)) PNC determined, as of that date(s), that Obligor was ineligible for any foreclosure avoidance measures. On \_\_\_\_\_ (date(s)) PNC mailed a Foreclosure Avoidance Measure Notice to Obligor. The basis of PNC's determination that Obligor was ineligible is described in the document(s). A true and correct copy of said Notice(s) is attached to this Declaration.

☐ On \_\_\_\_\_, PNC entered into a foreclosure avoidance agreement with Obligor. On \_\_\_\_\_, PNC determined that Obligor breached one or more terms of this Agreement. On \_\_\_\_\_, PNC mailed a Foreclosure Avoidance Measure Notice to Obligor. The basis of PNC's determination that Obligor breached the

agreement is described in this document. A true and correct copy of said Notice is attached to this Declaration.

DATED: 11 February 2025

Phyllis Hamlett  
(Signature)

Phyllis Hamlett

(Print Name)

Authorized Signor  
PNC Bank, National Association

State of Ohio  
County of Montgomery

Sworn to before me and subscribed in my presence this 11 day of February  
2025.

My commission expires,  
9-23 2028

SEAL



LORIA WYSONG  
Notary Public  
State of Ohio  
My Comm. Expires  
September 23, 2028

Lori A Wyson  
Notary Public